

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
DOCKET 00-0700

SURREBUTTAL TESTIMONY OF SCOTT J. ALEXANDER
ON BEHALF OF AMERITECH ILLINOIS

OFFICIAL FILE

DOCKET NO. 00-0700

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I. INTRODUCTION AND PURPOSE OF TESTIMONY

Date 4/28/01 Reporter [Signature]

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. Scott J. Alexander, 2000 W. Ameritech Center Drive, Room 4G46, Hoffman Estates,
Illinois 60196.

Q. ARE YOU THE SAME SCOTT J. ALEXANDER WHO SUBMITTED DIRECT
TESTIMONY ON FEBRUARY 1, 2001 AND REBUTTAL TESTIMONY ON
MARCH 28, 2001 IN THIS CASE?

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?

A. The purpose of my Surrebuttal Testimony is to respond to certain allegations made by
CLEC witnesses Lichtenberg and Gillan in their rebuttal testimonies. I will also respond
to the rebuttal testimony of Staff witness Graves.

Q. DO YOU HAVE ANY SCHEDULES SUPPORTING YOUR SURREBUTTAL
TESTIMONY?

A. Yes, I have attached the following schedule:

Schedule SJA-8 Comparison of Ameritech I2A Key Provisions with Texas
T2A

II. AMERITECH ILLINOIS MAKES AVAILABLE TO CLECS SUFFICIENT AND
REASONABLE METHODS TO COMBINE UNES THEMSELVES

B.

1 **Q. PLEASE CLARIFY WHAT OPTIONS CLECS CURRENTLY HAVE TO**
2 **COMBINE AMERITECH ILLINOIS-PROVIDED UNES.**

3 A. Ameritech Illinois makes available a variety of means today for any CLEC to combine
4 UNEs itself in order to provide a telecommunications service. One method is
5 collocation.¹ As discussed in the surrebuttal testimony of Dr. Aron, CLECs have
6 established numerous collocation arrangements in Ameritech Illinois' central offices
7 which enable extensive coverage of Ameritech Illinois' service area. Ameritech Illinois
8 makes available physical collocation space in increments that may be as small as the
9 minimum size sufficient to house and maintain a single rack or bay of equipment. For
10 example, using the cageless physical collocation option, CLECs can purchase space in
11 single-bay increments. (See, for example, Tariff ILL. C.C. No. 20, Part 23, Section 4,
12 Sheet No. 4.1.) Further, CLECs have the option of shared caged collocation, which
13 enables a CLEC to lease/share space within another CLEC's collocation cage (See, for
14 example, Tariff ILL. C.C. No 20, Part 23, Section 4, Sheet No. 5). In addition, where the
15 space in an Ameritech Illinois central office is legitimately exhausted, CLECs can obtain
16 adjacent collocation arrangements (See, for example, Tariff ILL. C.C. No. 20, Part 23,
17 Section 4, Sheet No. 8). These collocation arrangements are offered consistent with the
18 FCC's and this Commission's rules and requirements, and provide CLECs with an array
19 of options.

20 In addition, Ameritech Illinois provides terms and conditions via its interconnection
21 agreements that enable the CLEC to obtain additional methods of access to UNEs for the
22 purpose of combining them. Although I described these "methods of access" in my

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1 direct testimony, I will clarify what appears to be some confusion around this issue. A
2 number of CLECs have approved interconnection agreements with Ameritech Illinois
3 containing terms and conditions that provide access to UNEs for the purpose of the
4 CLEC combining those UNEs (e.g., loops and switch ports) that do not require
5 collocation.² A copy of those terms and conditions from Ameritech Illinois' generic
6 interconnection agreement was attached to my Direct Testimony as Schedule SJA-1.
7 Ameritech Illinois provides under such interconnection agreements three (3) distinct
8 "methods of access" to enable the CLEC to access the UNEs it requests for the purpose
9 of combining such UNEs. Method 1 involves Ameritech Illinois extending the UNEs to
10 the CLEC's Physical Collocation arrangement. Method 2 involves extending the UNEs
11 to a frame "located in the common room space, other than the Collocation common area,
12 within the same central office..." Method 3 involves extending the UNEs to a "frame
13 that is located outside" the central office (e.g., in an enclosed cabinet on Ameritech
14 Illinois' property). Access to UNEs via Method 2 and Method 3 does not require
15 collocation. Under any of these methods, the combining function can be simply
16 accomplished by the CLEC's trained technician.

17 **Q. WHAT IS THE DIFFERENCE BETWEEN THE "SECURED FRAME OPTION"**
18 **DISCUSSED IN YOUR REBUTTAL TESTIMONY AND METHOD 2 AND**
19 **METHOD 3 YOU DESCRIBE ABOVE?**

20 A. From a technical standpoint they are functionally equivalent -- both the "secured frame
21 option" and Method 2 and Method 3 discussed above enable CLECs to access UNEs for
22 the purpose of combining them. However, the "secured frame option" is part of the terms

¹ CLECs can obtain collocation through interconnection agreements (or, if applicable, from Tariff ILL. C.C. 20, Part 23, Section 4).

1 and conditions contained in Ameritech Illinois' proposed Illinois 271 Amendment (I2A).
2 Under the I2A, the "secured frame option" is made available, subject to certain
3 conditions, at no additional charge to the CLEC.

4 **Q. BUT DO CLECS ACTUALLY NEED TO COMBINE THE ELEMENTS**
5 **THEMSELVES TO PROVIDE "NEW OR ADDITIONAL" LINES TO THEIR**
6 **CUSTOMERS?**

7 A. No, CLECs have other methods to choose from to serve their customers. For example,
8 the CLEC can request certain new UNE-P combinations under the "Promotional UNE-P"
9 offering.³ Alternatively, a CLEC may request resale service. In addition, in my Rebuttal
10 Testimony, I discussed proposed tariff clarifications that would include in the scope of
11 the existing UNE-P tariff those elements that are currently combined, but require
12 activation. My Rebuttal Testimony also discussed the proposed I2A, and its offering of
13 new UNE combinations, which would significantly expand the CLECs' options for
14 obtaining new UNE-P.

15 **Q. MS. LICHTENBERG CLAIMS THAT SHE DOES NOT UNDERSTAND WHAT**
16 **THE "SECURED FRAME OPTION" IS. CAN YOU CLARIFY THIS SUBJECT?**

17 A. It seems disingenuous for Ms. Lichtenberg to claim she does not understand this topic
18 because the "secured frame option" has been the subject of proceedings in Michigan
19 (Case No. U-12320) and Wisconsin (Docket No. 6720-TI-160) and Ms. Lichtenberg was
20 a participant in both of those proceedings. Furthermore, it is my understanding that MCI
21 WorldCom has incorporated terms and conditions related to UNE-P and the secured

² See, for example, Bullseye Telecom Agreement, approved August 15, 2000.

³ The Promotional UNE-P offering is available as an interconnection agreement amendment and was discussed in detail in my Rebuttal Testimony and was attached as Schedule SJA-5.

1 frame option, from SWBT's Texas 271 Agreement (T2A), into its agreement with SWBT
2 in Texas. Nonetheless, I will clarify this below. The "secured frame" provides a point of
3 access so that the CLEC may combine the unbundled network elements itself by placing
4 a jumper wire cross-connect. (See Alexander Rebuttal p. 25-27). Pursuant to the I2A,
5 CLECs would have the opportunity to submit to Ameritech Illinois a forecast of their
6 anticipated needs for access to unbundled network elements where they intend to perform
7 the combining of UNEs using the secured frame option. Under certain terms specified in
8 the I2A, Ameritech Illinois will construct, at no additional cost to the CLEC, a secured
9 frame room, or if space is not available in the central office, an external cross-connect
10 cabinet will be provided until space becomes available.

11 **Q. MS. LICHTENBERG CLAIMS ON PAGE 4 OF HER REBUTTAL TESTIMONY**
12 **THAT CLECS NEED "DIRECT ACCESS TO AMERITECH'S MDF AND**
13 **SWITCHES" TO COMBINE NETWORK ELEMENTS THEMSELVES. HOW**
14 **DO YOU RESPOND?**

15 **A.** This "demand" for MDF access is nothing more than a smokescreen. Curiously, Ms.
16 Lichtenberg's original claim (in her direct testimony at page 8) was that the concept of a
17 CLEC combining network elements to provide a telecommunications service was
18 "wholly untested and riddled with problems." Ms. Lichtenberg now claims that she
19 doesn't know what a "secured frame option" is and that what CLECs really need is direct
20 access to Ameritech Illinois' main distribution frame (MDF) "and other central office
21 equipment." Apparently Ms. Lichtenberg believes that all of her prior confusion about

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1 combining elements would be suddenly resolved if only the CLEC had direct access to
2 Ameritech Illinois' MDF.⁴

3 The point is that Ms. Lichtenberg has not factually rebutted my prior testimony regarding
4 how Ameritech Illinois enables CLECs to perform the same type of work in combining
5 unbundled elements as Ameritech Illinois performs; Mr. Gillan, by contrast, now agrees
6 this is the "same work." (See Gillan Rebuttal at page 15 and Alexander Rebuttal page
7 12).

8 **Q. HAVE EITHER MS. LICHTENBERG OR MR. GILLAN RESPONDED TO**
9 **YOUR REBUTTAL TESTIMONY WHEREBY YOU EXPLAINED THAT CLECS**
10 **COMBINE NETWORK ELEMENTS THROUGH A VARIETY OF MEANS, AND**
11 **THAT SUCH ARRANGEMENTS ARE COMMONLY IN USE TODAY?**

12 **A.** No, neither Ms. Lichtenberg nor Mr. Gillan respond directly to my Rebuttal Testimony
13 on this subject. Previously Ms. Lichtenberg speculated, along with Mr. Gillan, that
14 Ameritech Illinois' methods offered to CLECs to combine UNEs would be unreliable and
15 cause service disruptions. Now, that I have factually rebutted these claims, the CLECs
16 are shifting their argument to demand direct access to the MDF and switches of
17 Ameritech Illinois. In my Rebuttal Testimony, I responded to the alleged "technical
18 problems" raised by Ms. Lichtenberg and Mr. Gillan (see Alexander Rebuttal at pages
19 14-15). Rather than continue this dialogue regarding technical matters, Mr. Gillan now
20 postulates that Ameritech must be required to treat "new" combinations like "old"
21 combinations, and that Ameritech should treat CLECs as end user "customers." Mr.

⁴ For reasons of network security and reliability, Ameritech Illinois does not allow any CLEC personnel physical access to its MDFs. In a physical collocation arrangement, or under the "methods of access" I discussed earlier, CLECs have 24x7 access to their equipment or to the combining area. However, it is Ameritech Illinois' policy to restrict access to Ameritech Illinois' equipment areas, including the MDF. This policy is reasonable in light of the fact that the FCC permits ILECs to employ such security measures under its collocation rules.

1 Gillan's rhetoric is nothing more than a new play on words in his continued attempt to
2 have the Commission expand Ameritech Illinois' legal obligations to include combining
3 network elements for CLECs.

4 **Q. WHY WOULD CLECS SEEK TO HAVE "NEW" COMBINATIONS TREATED**
5 **LIKE EXISTING COMBINATIONS AS MR. GILLAN RECOMMENDS ON**
6 **PAGE 12 OF HIS REBUTTAL TESTIMONY?**

7 A. Putting aside for a moment the issue that CLECs are seeking to foist their duty of
8 combining on Ameritech Illinois, beneath this suggestion that "new" combinations be
9 treated as "old" combinations (i.e., those that are currently physically combined in
10 Ameritech Illinois' network) is the prevailing CLEC position that "new" combinations
11 (i.e., where Ameritech Illinois does all of the work to provide and connect outside plant
12 facilities and central office equipment to create a new, functioning network element
13 combination) should not cost the CLEC any more than the CLEC would pay to "assume"
14 (i.e., to migrate) an existing customer's already functioning service. Thus, even though
15 Ameritech Illinois would undeniably be performing "new" work to provide the requested
16 "new" combinations, WorldCom proposes that all UNE-P combinations be provided by
17 Ameritech Illinois for a total non-recurring and installation charge of \$1.03, regardless of
18 the actual work required.⁵

19 **Q. MR. GILLAN CLAIMS THAT THE METHODS OFFERED BY AMERITECH**
20 **ILLINOIS SO THAT THE CLECS CAN COMBINE THE UNES ARE**
21 **DISCRIMINATORY BECAUSE THERE COULD BE SOME COSTS INCURRED**
22 **BY THE CLEC. HOW DO YOU RESPOND?**

⁵ I discuss in detail WorldCom's proposed combinations "tariff" starting on p. 21 of my Surrebuttal Testimony.

1 A. Mr. Gillan acknowledges on page 15 of his rebuttal testimony that Ameritech Illinois
2 allows CLECs to do the "same work" in a "different place" to combine elements that are
3 not currently physically combined. However, Mr. Gillan appears to believe that the
4 CLECs should incur no additional costs when provided with access to UNEs in order to
5 combine elements that are not currently physically combined in Ameritech Illinois'
6 network (Mr. Gillan provides no substantive support for this position). The fact is that
7 Ameritech Illinois is required to provide UNEs to CLECs so that the CLECs may
8 combine them, and Ameritech Illinois meets this obligation. For example, collocation is
9 one method for the CLEC to obtain such unbundled access to UNEs, and when
10 Ameritech Illinois provides collocation to CLECs, it is entitled to recover its costs
11 pursuant to the FCC's and ICC's rules. In addition, as I explained earlier, Ameritech
12 Illinois makes available other methods for CLECs to combine UNEs via interconnection
13 agreement. Any CLEC may negotiate such terms and conditions to accomplish this, and
14 Ameritech Illinois stands ready to negotiate such terms and conditions with any CLEC
15 that seeks to include such language in its interconnection agreement. For example, when
16 a CLEC requests "Method 2" which I described earlier, the CLEC is provided with entry
17 to Ameritech Illinois' premises in a manner similar to physically collocated CLECs.
18 However, there is no requirement for Ameritech Illinois to incur such costs, without
19 appropriate reimbursement from the requesting CLEC, when it provides access to UNEs
20 so that the CLEC may combine the elements.⁶

⁶ As discussed in my Rebuttal Testimony, Ameritech Illinois, under the terms and conditions of the I2A, will make the secured frame room available to CLECs to combine the elements themselves at no additional charge. The I2A is a voluntary proposal which is made subject to certain conditions.

1 **Q. DOES MR. GILLAN PROVIDE ANY SUBSTANTIVE REBUTTAL OR**
2 **COMMENTS ON THE SUBJECT OF AMERITECH ILLINOIS' VOLUNTARY**
3 **I2A OFFERING?**

4 A. No, Mr. Gillan only broadly criticized the proposed timeframes associated with
5 Ameritech Illinois' I2A proposal and speculated on page 17 of his rebuttal testimony
6 about "why" SBC acquired Ameritech. I find it incomprehensible how this type of
7 rhetoric supports Mr. Gillan's conclusion that the Commission must impose additional
8 requirements on Ameritech Illinois that are not required by the FCC's rules or by the Act.
9 Ameritech Illinois is willing to make available new and additional types of UNE-P (as
10 well as new types of Enhanced Extended Loops (EELs)) for CLECs to further serve
11 business and residential customers using UNE combinations, as discussed in detail in my
12 rebuttal testimony. I will not repeat the details of that offering here (See Schedule SJA-
13 4). However, I believe my rebuttal testimony made it clear that Ameritech Illinois
14 proposes to offer substantively the same offerings for UNE combinations under the I2A
15 as offered by SWBT in Texas, Kansas, Oklahoma and Missouri, and as approved by the
16 FCC in its Orders approving SWBT's § 271 applications for Texas and
17 Kansas/Oklahoma, and as offered by Ameritech Michigan in its 271 Amendment.⁷ To
18 demonstrate the comparability of the I2A to those provisions of the T2A, I have attached
19 Schedule SJA-8. Ameritech Illinois intends to work proactively to make these same
20 offerings to CLECs in Illinois in the context of its 271 checklist compliance in Illinois.

21 **Q. WHAT DOES MS. LICHTENBERG FIND LACKING AS TO THE DURATION**
22 **OF THE I2A PROPOSED CONTRACT AMENDMENT?**

⁷ Ameritech Michigan provides new UNE combinations under substantially the same terms and conditions as SWBT's T2A, pursuant to the Michigan 271 Amendment (Mi2A) which the Michigan Public Service Commission approved on March 19, 2001.

1 A. Ms. Lichtenberg complains of two items: the duration of the initial term (18 months) and
2 the overall duration (4 years). While there is an initial term and extension term built into
3 the proposed contract amendment, the reality of the situation is that Ameritech Illinois is
4 highly incented to pursue and complete § 271 approval, effectively nullifying the risk to
5 the CLEC of “only having an 18-month contract.” In contrast, the initial duration of
6 similar offerings under the T2A in Texas was only for 12 months, which the Texas
7 Commission and the FCC found acceptable.

8 The four years provided by the overall duration of the I2A is a significant amount of time
9 in today’s rapidly changing telecommunications industry for Ameritech Illinois to extend
10 such a voluntary offer. I would like to also point out that Ms. Lichtenberg has previously
11 testified in proceedings in other Ameritech states that UNE-P is a market entry strategy –
12 not the only means by which WorldCom would serve its end users. For example, Ms.
13 Lichtenberg’s direct testimony in Michigan Case No. U-12143 indicated that WorldCom
14 would use UNE-P to roll-out services to the mass market in order to establish a base of
15 customers. It was this base that was necessary for WorldCom to gain the economies of
16 scale and scope to warrant rolling out their own facilities. Four years would give
17 WorldCom (and other CLECs) the opportunity to pursue such an “entry strategy” and
18 establish a customer base in the mass market.

19 **Q. MS. LICHTENBERG CLAIMS THAT THE “PROMOTIONAL UNE-P”**
20 **OFFERING IS “VIRTUALLY MEANINGLESS.” HOW DO YOU RESPOND?**

21 A. The “Promotional UNE-P” provides substantively what WorldCom is seeking to further
22 serve the mass market (i.e., new UNE-P combinations for residential customers).
23 WorldCom’s objections to using this offering seem counterproductive. According to Ms.

A.

1 Lichtenberg's calculations, CLECs could obtain up to 302,000 end user lines through this
2 offering (which equates to about 4% of Ameritech Illinois' "total" lines, according to Ms.
3 Lichtenberg).⁸ Ms. Lichtenberg does not explain why this offering is not viable within
4 that parameter, nor why WorldCom would find it untenable to obtain some of the same
5 "new" combinations via this offering as WorldCom is seeking to have Ameritech Illinois
6 provide under tariff in this docket.⁹ Rather than use the "Promotional UNE-P" offering
7 and obtain the combinations it seeks for up to 302,000 new and/or additional residential
8 customer lines, WorldCom apparently prefers to "stand pat" and complain about that
9 particular condition. As WorldCom is currently one of the most active UNE-P CLECs
10 and has converted thousands of working lines to its service via UNE-P over the last
11 several months, I do not understand why Ms. Lichtenberg feels Ameritech Illinois'
12 "existing" UNE-P offering is "meaningful" yet the promotional UNE-P is "meaningless."
13 As I discuss below, the promotional UNE-P offering presents CLECs with a substantial
14 opportunity.

15 **Q. DOES THE SO-CALLED VOLUME "RESTRICTION" ASSOCIATED WITH**
16 **THE "PROMOTIONAL UNE-P" POSE A SIGNIFICANT LIMITATION TO**
17 **CLECS?**

18 **A.** No, it should not be a major concern. It is reasonable to assume that the majority of the
19 CLECs' demand for UNE-P will be for "migrations" of existing customers, which
20 Ameritech Illinois already provides without any volume-related restriction. For example,
21 Mr. Webber's initial testimony (at page 16) stated that about 20% of the CLECs'

⁸ Although Ms. Lichtenberg claims that Ameritech Illinois has 7 million total lines, I would note that a figure of 6.5 million is much closer to an actual current number.

⁹ As I noted earlier, WorldCom's "tariff" proposal attempts to implement WorldCom's suggested pricing for new combinations (e.g., \$1.03) which may indicate WorldCom's motive for pursuing its proposed "tariff".

1 residential demand is for new lines. Using this assumption, CLECs could establish a
2 customer base, as several are currently, via "migration" of existing customers, and also
3 supplement their offerings with the promotional UNE-P where new lines are required.
4 Thus, CLECs would not reach the upper "limit" of the promotional UNE-P offering until
5 a total customer base of about 1,500,000 lines was reached.¹⁰ This equates to about 37%
6 of residential lines and 23% of Ameritech Illinois' total lines. In these terms, the
7 Promotional UNE-P offers a significant additional opportunity for CLECs to obtain
8 UNE-P for an extensive number of residential customers. Ms. Lichtenberg distorts the
9 facts here and her testimony about this offer being "meaningless" should be disregarded.

10 **Q. MS. LICHTENBERG CRITICIZES THE I2A PROPOSAL AND CLAIMS THAT**
11 **WORLDCOM NEEDS TO BE ABLE TO OBTAIN THE MOST FAVORABLE**
12 **INTERCONNECTION AGREEMENT TERMS AND CONDITIONS FOR UNE**
13 **COMBINATIONS. HOW DO YOU RESPOND?**

14 **A.** Ms. Lichtenberg ignores the fact that the proposed I2A is precisely such an offering.
15 Under the I2A, Ameritech Illinois would make available the same types of UNE
16 combinations subject to substantively the same terms and conditions as offered
17 throughout SWBT, as approved by the FCC and the state commissions in Texas, Kansas
18 and Oklahoma, and also as approved and implemented in Michigan.¹¹ Schedule SJA-8
19 demonstrates that the I2A offers substantively the same terms and conditions for UNE
20 combinations as the T2A.

21

¹⁰ Because the volume condition related to the Promotional UNE-P includes promotional resale lines, the number of lines served by promotional UNE-P would be reduced by the number of promotional resale lines provided.

¹¹ The Michigan Public Service Commission approved the Mi2A on March 19, 2001.

1 **Q. MS. LICHTENBERG SUGGESTS THAT CLECS CANNOT OBTAIN UNE-P**
2 **FOR NEW OR ADDITIONAL LINES UNLESS AMERITECH ILLINOIS**
3 **OBTAINS SECTION 271 CHECKLIST APPROVAL. IS MS. LICHTENBERG'S**
4 **STATEMENT ACCURATE?**

5 A. No, it is not. As discussed above, CLECs can obtain new UNE-P combinations under the
6 Promotional UNE-P offering. In addition, the initial term of the I2A is not subject to any
7 FCC approval. Furthermore, as discussed in my Rebuttal Testimony (at pages 2 and 8) it
8 is reasonable to condition the I2A offerings on substantively the same criteria as already
9 approved by the FCC with regard to SWBT's similar offerings in Texas, Kansas and
10 Oklahoma.

11 **Q. MS. LICHTENBERG CONTENDS THAT CLECS COULD NOT OBTAIN**
12 **ACCESS TO UNES TO COMBINE THEM BECAUSE SOME OF AMERITECH**
13 **ILLINOIS' CENTRAL OFFICES CURRENTLY HAVE NO AVAILABLE SPACE**
14 **FOR PHYSICAL COLLOCATION. HOW DO YOU RESPOND?**

15 A. Ms. Lichtenberg's claim about "full" offices being an impediment to WorldCom's ability
16 to combine UNEs is yet another smokescreen.¹² Ameritech Illinois will provide CLECs
17 access to combine UNEs even where physical collocation space is not available. In
18 addition, Ms. Lichtenberg ignores the availability of "Method 3," which I described
19 earlier, where Ameritech Illinois would extend the requested UNEs outside the central
20 office. Accordingly, Ms. Lichtenberg's claim that CLECs would be unable to provide
21 service to customers in any of those offices is false. Ms. Lichtenberg ignores, or does not
22 understand, that where premises are "full" (i.e., physical collocation space is not currently
23 available), Ameritech Illinois must offer adjacent collocation on or at its premises, as I

¹² In three of the Ameritech Illinois premises that are currently "full", WorldCom already has substantial physical collocation space. In addition, it is my understanding that WorldCom has not been refused space in any of the full offices, nor has WorldCom sought to be placed on a "waiting list" for available physical collocation space in those offices, or requested other arrangements.

1 discussed earlier. In addition, WorldCom can pursue shared collocation in any of the full
2 offices in which it is not currently collocated (or in any other office for that matter).
3 Furthermore, WorldCom can obtain resale, existing UNE-P, and/or the Promotional
4 UNE-P to serve customers from any Ameritech Illinois central office.

5 **Q. MS. LICHTENBERG, AT PAGE 8 OF HER REBUTTAL TESTIMONY,**
6 **CONTENDS THAT AMERITECH ILLINOIS MUST OFFER NEW UNE**
7 **COMBINATIONS UNDER TARIFF BECAUSE SHE CLAIMS BELL ATLANTIC**
8 **HAS SUCH TARIFF PROVISIONS, AND THAT SBC TELECOM COULD**
9 **PURCHASE UNE-P OUT OF THE BELL ATLANTIC TARIFFS IN THOSE**
10 **STATES. HOW DO YOU RESPOND?**

11 A. Ironically, Ms. Lichtenberg claims that I was “splitting hairs” in my rebuttal testimony
12 when I factually stated that Ameritech Illinois has no obligation to offer, under
13 interconnection agreements, those terms and conditions which SBC Telecom merely
14 “adopts into” in other jurisdictions because such terms and conditions would not be
15 “portable” under merger conditions. Notably, staff witness Mr. Graves agrees that “This
16 condition does not apply to negotiated agreements that SBC Telecom simply opts into”
17 (See Graves Rebuttal Testimony at p. 7). Furthermore, what Bell Atlantic is required or
18 has agreed to tariff and make available to all CLECs is not binding on Ameritech Illinois,
19 not “portable” to Illinois, and is simply irrelevant here.

20 **Q. ARE CLECS REQUIRED TO OWN OR CONTROL ANY OF THEIR OWN**
21 **LOCAL EXCHANGE FACILITIES BEFORE THEY CAN PURCHASE**
22 **UNBUNDLED NETWORK ELEMENTS TO PROVIDE A**
23 **TELECOMMUNICATIONS SERVICE?**

24 A. No, there is no telecommunications equipment that a CLEC must place or “collocate”
25 when it wishes to combine the loop and unbundled switching UNEs either under Method
26 2 or 3, or under the “secured frame option.” Accordingly, CLECs have the ability to

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1 purchase unbundled network elements and to combine those network elements without
2 the need to own or control local exchange facilities.

3 **III. RESPONSE TO STAFF**

4 **Q. STAFF WITNESS GRAVES SUGGESTS THAT AMERITECH ILLINOIS IS**
5 **REQUIRED TO TARIFF THE SECURED FRAME ROOM OPTION TO ALLOW**
6 **CLECS TO COMBINE UNES. HOW DO YOU RESPOND?**

7 A. Mr. Graves's reference to Section 13-501 of the Illinois Public Utilities Act applies to
8 telecommunications services. Because the secured frame room (as well as Method 2 and
9 Method 3) is not a form of collocation, it is not a network element, and it is not a
10 wholesale telecommunications service offered by Ameritech Illinois, Ameritech Illinois
11 should not be required to file such a tariff, nor is it appropriate to do so. Rather, these are
12 optional methods of access to enable a CLEC to combine UNEs. Accordingly, the
13 secured frame option is appropriately offered pursuant to Ameritech Illinois' proposed
14 Section 271 amendment, (the "I2A"), and Method 2 and Method 3 are appropriately
15 offered pursuant to § 251/252 interconnection agreements.

16 **Q. STAFF WITNESS MR. GRAVES (AT PAGE 3) SUGGESTS THAT THE ACT**
17 **MAY REQUIRE AN ILEC TO PERMIT CLECS TO COMBINE UNES**
18 **DIRECTLY ON THE ILEC'S MDF. HOW DO YOU RESPOND?**

19 A. Although I am not an attorney, I disagree with Mr. Graves that the Act contains such a
20 requirement. The Eighth Circuit's decision cited by Mr. Graves states that the Court
21 interpreted the Act to not require a CLEC to "own or control some portion of the
22 telecommunications network" before being able to purchase UNEs. Ameritech Illinois
23 complies with the Act and with the Eighth Circuit's decision by providing unbundled
24 access to UNEs in a manner that allows the CLEC to combine them. The methods of

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1 access to UNEs that I described earlier enable the CLEC to combine the UNEs it requests
2 from Ameritech Illinois without owning or controlling telecommunications local
3 exchange facilities. Further, Ameritech Illinois must ensure that its equipment and
4 network are secure. In its Advanced Services Order, at paragraph 48, the FCC noted that
5 protection of the incumbent LEC's equipment is crucial to the incumbent's own ability to
6 offer service to their customers and stated, "Therefore, incumbent LECs may establish
7 certain reasonable security measures that will assist in protecting their networks and
8 equipment from harm."¹³ Indeed, Mr. Graves agrees that allowing CLECs such direct
9 access "could cause problems" (see Graves Rebuttal at page 4). I would also point out
10 that in approving SWBT's § 271 applications for Texas and Kansas/Oklahoma the FCC
11 did not require SWBT to provide CLECs access to the MDF, and noted that SWBT's
12 secured frame room was compliant with § 271.¹⁴

13 **Q. MR. GRAVES SUGGESTS THAT "AMERITECH COULD PROVIDE ACCESS**
14 **TO A FRAME IN COMMON AREA OR SECURE LOCATION WHERE CLECS**
15 **COULD HAVE ACCESS TO IT", AS A MEANS TO ENABLE CLECS TO**
16 **COMBINE THE UNES THEY REQUEST. HOW DO YOU RESPOND?**

17 A. What Mr. Graves is technically describing is substantially the same arrangement that
18 Ameritech Illinois already offers to requesting CLECs under Method 2, which I described
19 earlier, as well as under the "secured frame option," which Ameritech Illinois would
20 make available under the proposed I2A. In fact, Mr. Graves recognizes that the FCC has
21 already found such arrangements to be compliant with §271, as offered by SWBT in its

¹³ First Report and Order and Further Notice of Proposed Rulemaking, Deployment of Wireline Services Offering Advanced Telecommunications Capability, 14 FCC Rcd 4761 (1999) ("Advanced Services Order").

¹⁴ In its Texas 271 Order at paragraph 217, the FCC stated: "SWBT will provide interested competitive LECs access to a secured frame room (or cabinet, where space constraints require) that is set aside for accomplishing

1 Texas 271 Agreement (T2A), Kansas 271 Agreement (K2A), and Oklahoma 271
2 Agreement (O2A).¹⁵

3 **Q. MR. GRAVES STATES THAT YOUR TESTIMONY DID NOT PROVIDE “ANY**
4 **TARIFF LANGUAGE, CONTRACT LANGUAGE, OR PRICES” RELATED TO**
5 **THE SECURED FRAME OPTION. HOW DO YOU RESPOND?**

6 A. As I explained earlier, Ameritech Illinois already has a number of approved and effective
7 interconnection agreements with CLECs that provide the technical equivalent of the
8 secured frame option under Method 2 or Method 3. In addition, my Rebuttal Testimony
9 provided a detailed description of the “secured frame option” as well as actual
10 interconnection agreement language, proposed under the I2A, which specifically
11 describes the terms and conditions for the secured frame option. (See Alexander Rebuttal
12 at 25-26 and Alexander Schedule SJA-4). The I2A provides the secured frame room,
13 under certain conditions, at no additional charge to the CLEC. (See the I2A, which is
14 Schedule SJA-4, at X.2.5.3 and X.3.3). This is also shown on Schedule SJA-8, which is
15 attached to my Surrebuttal Testimony.

16
17 **Q. MR. GRAVES SUGGESTS THAT A TARIFF SHOULD BE FILED FOR THE**
18 **SECURED FRAME OPTION. HOW DO YOU RESPOND?**

19 A. Mr. Graves’s testimony seems contradictory on this point. On one hand, Mr. Graves
20 states that Ameritech Illinois should offer exactly what SWBT offered in its 271
21 Interconnection Agreements (i.e., T2A, O2A and K2A) and make the secured frame

the necessary connections.” The FCC again approved the same arrangements as proposed by SWBT in its
Kansas and Oklahoma 271 application (¶ 173).

¹⁵ Ibid.